



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.lacounty.gov>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

April 17, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE UNIMPROVED REAL PROPERTY
IN THE UNINCORPORATED MARSHALL CANYON AREA, C.P. 69483
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the acquisition of the above referenced real property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the attached Notice of Intention to acquire by donation 64.26 acres of unimproved real property located in the unincorporated Marshall Canyon area from the Trust for Public Land (TPL).
3. Instruct the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Sections 25350 and 6063.

IT IS FURTHER RECOMMENDED THAT, AFTER THE CLOSE OF THE PUBLIC HEARING, YOUR BOARD:

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Approve and instruct the Chairman to sign the attached Donation Agreement with TPL.

3. Authorize the Chief Administrative Office (CAO) to execute any required documentation necessary to complete the transfer of title to the County of Los Angeles (County) and to accept the deeds conveying title.
4. Request the Assessor to remove the subject real property from the tax roll effective upon transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to accomplish a transfer of title to 64.26 acres of unimproved real property (assessor's parcels 8678-017-006, 8678-016-009, and 8675-023-011) to be donated by TPL. This property is located adjacent to and easterly of the County's Marshall Canyon Regional Park and Golf Course. The proposed acquisition will preserve open space and natural habitat in the Marshall Canyon area and is a part of the proposed Marshall Canyon Conservation Corridor of protected open space and natural habitat located along the front range of the San Gabriel Mountains between San Dimas Canyon on the west and Mount Baldy Road in Claremont on the east.

TPL will purchase the subject property for \$1,925,000 from the current owner, Tevis Hill, using a combination of \$1,735,000 of State Wildlife Conservation Board (WCB) grant funding awarded to TPL on February 15, 2007, and \$190,000 of unexpended Proposition A Excess Funds previously granted by the Regional Park and Open Space District to TPL and reallocated, as related items on today's agenda, for the purchase of the subject property. Upon completing the purchase, TPL will immediately convey title to the County at no cost.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) and Goal 6 (Community Service) by enabling the preservation of open space and sensitive plant and wildlife habitat, and by expanding passive recreational opportunities in Los Angeles County. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) through public/private partnership involving the State, TPL, the Regional Park and Open Space District, and the County to accomplish the acquisition of this property.

FISCAL IMPACT/FINANCING

The County will acquire this property at no cost by donation from TPL. TPL will purchase the property for \$1,925,000 using a combination of WCB grant funding (\$1,735,000) and Proposition A Fifth Supervisorial District Excess Funds (\$190,000) and will pay for all closing costs including escrow fees and the title insurance premium. This property is adjacent to the Marshall Canyon Regional Park and Golf Course, and as such, will be managed and maintained by the Department of Parks and Recreation within existing staff and budgetary resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property, as shown on the attached map, is located along Miller Ranch Road within unincorporated territory adjacent to the City of Claremont and contains a total area of 64.26 acres. The zoning is A1-2, Agricultural, which allows residential development at a density of two acres per dwelling unit. The fair market value of the property, as established by outside appraisal, is \$1,925,000.

The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The Chief Administrative Office, pursuant to Government Code Section 65402, has provided notification to the Department of Regional Planning of the County's intent to acquire the subject property. The Department of Public Works has reviewed and approved the preliminary title report issued by Fidelity National Title Company, who will insure title, and it has reviewed a Phase I environmental site assessment and concurs with the consultant's conclusions that no further investigations of surface and subsurface conditions are warranted. County Counsel has reviewed and approved as to form the attached Notice of Intention and Donation Agreement.

ENVIRONMENTAL DOCUMENTATION

This acquisition is categorically exempt from CEQA pursuant to Sections 15313, 15316 (a) and 15325 (a) of the State CEQA Guidelines and Classes 16 and 25 of the County's Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will serve to increase potential recreational opportunities for the public and will have no impact on any other current County services or projects.

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return duplicate conformed copies of the adopted Board letter, two certified copies of the Minute Order, and two original signature copies of the attached Donation Agreement to the Chief Administrative Office for further processing.

Respectfully submitted,



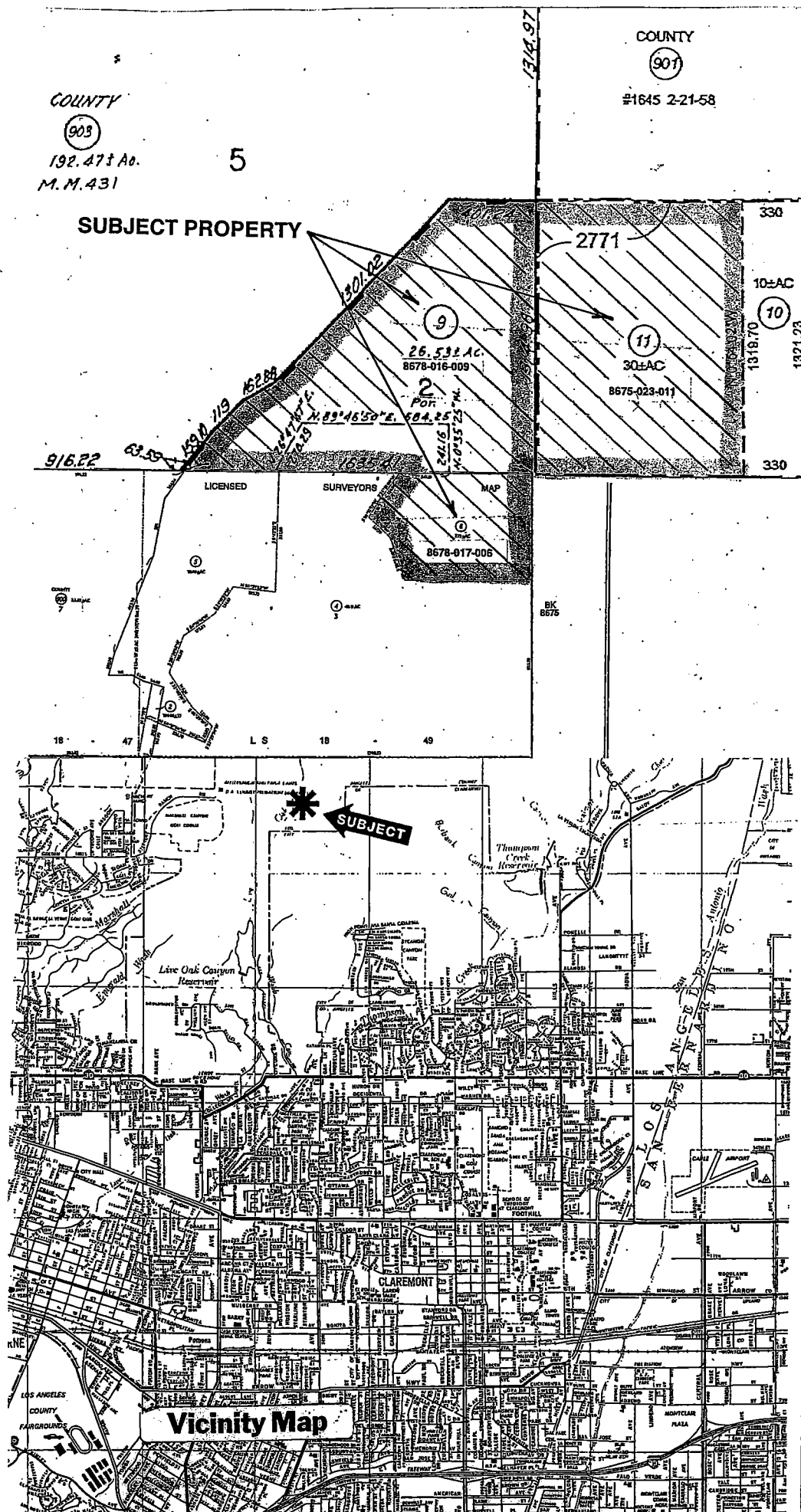
DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
DS:lis

Attachments (3)

c: County Counsel
Department of Parks and Recreation
Assessor
Auditor-Controller

PROPOSED MARSHALL CANYON ACQUISITION



NOTICE OF INTENTION
TO ACQUIRE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to acquire by donation 64.26 acres of unimproved land located in the unincorporated Marshall Canyon area of the County of Los Angeles, State of California as legally described on the attached Exhibit "A" from the fee simple owner, the Trust for Public Land, a California nonprofit public benefit corporation, who will purchase the property described in Exhibit "A" from the current owner of record, Tevis Hill, an unmarried woman.

NOTICE IS HEREBY GIVEN that the acquisition of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the _____ day of _____, 2007, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

The foregoing Notice was approved on the _____ day of _____, 2007 by the Board of Supervisors of the County of Los Angeles, State of California concurrently with instructions to the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Section 25350.

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

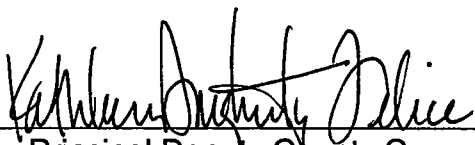
By  _____
Principal Deputy County Counsel

EXHIBIT A

Legal Description

Parcel 1:

Those portions of Sections 20, 21 and 29 of Township 1 North, Range 8 West, San Bernardino Base Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office, described as follows:

Beginning at an iron pipe in the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 20, distant North 89° 53' 05" West along said line 333.74 feet from the Northeast corner of said Southeast Quarter of the Southeast Quarter, said pipe being the same referred to at the initial point in the deed to Albert M. Stephens Co., in Book 5807, Page 260 of Deeds; thence North 89° 53' 05" West along said Northerly line 67.50 feet; thence South 42° 18' 25" West, 1301.02 feet to a point in the West line of said Southeast Quarter of the Southeast Quarter; thence South 58° 58' 45" West 162.88 feet; thence South 43° 30' 55" West, 119.00 feet; thence South 36° 22' 25" West 159.10 feet; thence South 33° 56' 25" West, 228.45 feet; thence 10° 12' 25" West, 274.00 feet; thence South 20° 14' 55" West, 493.20 feet; thence South 14° 27' 25" West, 100.30 feet; thence North 89° 44' 25" East, 110.00 feet; thence South 65° 15' 35" East, 61.40 feet; thence South 74° 01' 35" East, 94.40 feet more or less to a line which extends from the intersection of the South line of the Northwest Quarter of the Northeast Quarter of said Section 29 with the Easterly line of the West 22 acres of said Northwest Quarter of the Northeast Quarter to a point in the Northerly line of said Section 29 distant Westerly along said Northerly line 325.81 feet from the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 9° 19' West along said last described line 312.19 feet more or less to the Southerly line of the North Half of the Northeast Quarter of said Section 29; thence Easterly along said line to the Easterly line of said Section 29; thence Northerly along said line to the Northeast corner of said Section 29; thence Easterly along the Southerly line of said Section 21 to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 21; thence Northerly along the Easterly line of said Southwest Quarter of the Southwest Quarter to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence Westerly along the Northerly line of said Southwest Quarter of the Southwest Quarter and along the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 20 to the point of beginning.

Except therefrom that portion conveyed to Thomas E. Miller and Laura N. Miller, husband and wife, as community property, by deed recorded September 3, 1998 as Instrument No. 98-1582991.

Also except therefrom that portion conveyed to Thomas Edward Miller and Laura Nadine Miller, Trustees of the Miller Family Trust dated August 10, 1998, by deed recorded September 8, 1999 as Instrument No. 99-1700691.

Also except therefrom that portion conveyed to Claremont University Center, by deed recorded December 30, 1999 as Instrument No. 99-2407305.

Assessor's Parcel No: 8678-017-006; 8678-016-009; 8675-023-011

**DONATION AGREEMENT
(Marshall Canyon – Hill)**

This Donation Agreement (this "Agreement") is made and entered into as of _____, 2007 by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation, ("TPL") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California ("County"). TPL and County are each a "Party" and together may be collectively referred to as the "Parties" hereinafter.

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

TPL:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Esq.
Tel: (415) 495-5660, ext. 360
Fax: (415) 442-0487

COUNTY:

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson
Tel: (213) 974-4262
Fax: (213) 217-5112

Copies of any notice to TPL shall also be sent to:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Brady Moss
Tel: (415) 495-5660, ext. 384
Fax: (415) 495-0541

Copies of any notice to County should also be sent to:

Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attn: Amy Caves, Principal Deputy
County Counsel
Tel: (213) 974-1932
Fax: (213) 687-7337

B. TPL has entered into an Option Agreement dated as of November 21, 2006 (the "Option") with the current owner of the property, Tevis Hill ("Owner"), which is the subject of this Donation Agreement. Under the Option, TPL has the option to purchase, subject to certain terms and conditions, the property located in Los Angeles County, California, which real property (the "Property") is more particularly described in Exhibit A attached hereto. The Property includes all tenements, hereditaments, and appurtenances, including improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Owner and in any way related to or accruing to the use and benefit of that real property. TPL has delivered to the County and the County acknowledges receipt of a copy of the Option.

C. County wishes to accept the Property from TPL and TPL wishes to donate the Property to County on the terms and subject to the conditions set forth in this Agreement. The purpose of this donation is to enable the Parties to this Agreement to preserve open space and natural habitat in the San Gabriel Mountains and to provide passive recreational opportunities to be open and available to the public.

D. Funding for the entire Purchase Price payable to the Owner and all closing costs will be from the following three funding sources: (i) a State Wildlife Conservation Board grant previously assigned to TPL; (ii) Proposition A grant funds previously assigned to TPL from the California Regional Park and Open Space District through County's Department of Parks and Recreation ("Funding Sources"); and (iii) TPL funding to pay for all closing costs including but not limited to escrow fees and title insurance premiums.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Subject to satisfaction of the Conditions to Closing set forth in Section 2 below, TPL agrees to donate to County, and County agrees to accept from TPL, the Property on the terms and conditions set forth herein. The date on which all Parties have executed this Agreement shall be the "Effective Date".

2. **Conditions to Closing.** The Parties' respective obligations to close the donation of the Property shall be conditioned upon all of the following ("Conditions to Closing"):

2.1 TPL's Conditions:

A. TPL has received all necessary approvals and authorizations to bind TPL to the obligations, terms and conditions contained herein as evidenced by the Agreement being confirmed by resolution of the Executive Committee or the Project Review Committee of the Board of Directors for TPL. A copy of said resolution and/or formal action shall be provided to the County and the Escrow Holder (as defined below).

B. TPL's prior acquisition of the Property.

2.2 County's Conditions:

A. The County's receipt of all necessary approvals and authorizations to bind the County to the obligations, terms and conditions contained herein. Said approvals and authorizations shall be confirmed by legally appropriate formal action of the County, subsequent to all required meeting(s), notices, and public hearings. A copy of said resolution and/or formal action shall be provided to TPL and the Escrow Holder (as defined below). The County shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than May 22, 2007. Said approvals are subject to the sole and absolute discretion of the County's Board of Supervisors.

B. The deposit into Escrow of a fully executed letter from the Owner to the County in form of Exhibit B, consenting to the assignment of representations and warranties contained in the Option Agreement to the County, attached hereto and incorporated herein by reference.

C. The Property shall be free of pending or threatened litigation, adverse title claims, person in possession, and Hazardous Substances as defined in Section 6.3, title shall be in the condition shown in Section 4.2, and the covenants, representations, and warranties of the Owner and TPL shall be true and correct as of the Close of Escrow, as defined in Section 5.2.

2.3 Mutual Effect of Conditions.

If any Condition to Closing is not satisfied or waived by the Party for whose benefit it exists, said benefited Party may terminate this Agreement by written notice to the other Party, in which event the Parties shall have no further obligation to each other under this Agreement except as otherwise provided herein.

3. Purchase Terms.

3.1 Purchase Price. TPL will donate the Property to County after purchasing from Owner for a purchase price (the "Purchase Price") equal to One Million Nine Hundred Twenty Five Thousand Dollars, (\$1,925,000.00) which is the fair market value of the Property as determined by an appraisal prepared by Tom Erickson, MAI, dated November 7, 2006 (the "Appraisal Report"). TPL has provided County with the narrative written appraisal of the Property.

3.2 Method of Payment. The Purchase Price for the Property, including all escrow, closing, and title insurance costs, will be paid in cash at the Close of Escrow. The funds for the Purchase Price will be sent to Escrow Holder by the Funding Sources.

4. Title.

4.1 Deed. TPL will convey to County by grant deed, marketable, fee simple title to the Property.

4.2 Title. County acknowledges that it has received the Preliminary Title Report dated as of November 13, 2006 by Fidelity National Title Company, Order No. 19463562-C covering the Property (the "Title Report") together with copies of all of the documents referred to therein as exceptions. The County approves the condition of title and exceptions set forth in the Title Reports except as set forth in this Section 4.2. TPL shall convey to County fee simple title to the Property free and clear of all exclusions, reservations, conditions, covenants, monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) general and special taxes and assessments shown as paid or not yet due; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 except as set forth above; (d) items to be considered and exceptions shown in the Title Report numbered 6-9, 14-19, 22-23 and 30; (e) the Notice of Unrecorded Grant Agreement which references that the Property is subject to the terms of the California Wildlife Conservation Board's Grant Agreement which TPL will record upon exercising the Option; and (f) any other matters approved by the County in writing (collectively, the "Permitted Exceptions").

TPL shall make all reasonable efforts to remove any exceptions to title other than the Permitted Exceptions ("Unpermitted Exceptions") on or before the Close of Escrow. If TPL is unable to remove any Unpermitted Exception, the County may elect to terminate this Agreement as to the Property subject to said Unpermitted Exception or waive its objection, and approve the Unpermitted Exception in writing by notice to Escrow Holder (as hereinafter defined).

4.3. Title Policy. TPL will cause Escrow Holder to provide County with an ALTA standard coverage owner's title policy in the full amount of the Purchase Price for the Property, insuring that title to the Property is vested in County upon Close of Escrow subject only to the Permitted Exceptions approved by County pursuant to Section 4.2 above.

4.4 Possession. TPL will deliver possession of the Property to County at Close of Escrow, free and clear of anyone in possession.

5. Escrow and Closing.

5.1 Escrow Holder. The Parties will open an escrow with Fidelity National Title Company (the "Escrow Holder"), 6060 Sepulveda Boulevard, Suite 100, Van Nuys, CA 91411, Attention: Helen Fonville, Telephone (818) 758-6863, Fax: (818) 758-5757, for the purpose of closing the purchase and sale of the Property between Owner and TPL and donation and conveyance of title by TPL to the County. "Close of Escrow" shall be the date the grant deed from TPL to the County and the certificate of

acceptance are recorded in the official records of the Los Angeles County Recorder's Office. The Parties will further instruct Escrow Holder as shown on the Escrow Instructions attached hereto as Exhibit C and incorporated herein by reference ("Escrow Instructions").

5.2 Closing. Escrow for the Property will close on or before June 15, 2007 (the "Final Closing Date") unless that date is extended by the Parties.

5.3 Closing Costs and Prorations. The Parties agree to pay closing fees and expenses as set forth in the Escrow Instructions and Escrow Holder shall prorate all real property taxes, if any, which are a lien and/or unpaid as of the Close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct TPL's portion from TPL's proceeds. The tax amount withheld will be made payable to the County Tax Collector's Office following the Close of Escrow. Any taxes which have been prepaid by the Owner or TPL shall not be prorated, but the Owner and TPL shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

6. Condition of Property.

6.1 Due Diligence.

A. County acknowledges the following:

(i) County has had the opportunity to study all aspects or circumstances of the Property, which County deems material or relevant;

(ii) County acknowledges that it has received the Option, the Title Report, and the Appraisal Report.

(iii) County has been provided with an Environmental Site Assessment for the Property, contracted for by TPL and written for the benefit of County;

(iv) County has had access to the Property to conduct such inspections and investigations as County thinks appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Property at County's cost and expense. County shall provide TPL and the Owner forty-eight (48) hour notice in advance of any inspection. County shall indemnify and defend TPL and the Owner against and hold TPL and the Owner harmless from any and all loss, cost, liability and expense (including reasonable attorneys' fees and costs and specifically including keeping the Property free from mechanic's or material supplier liens) arising out of the activities of County on the Property prior to the Close of Escrow for the Property, except and to the extent the same are caused by the negligence or willful misconduct of

TPL, the Owner their agents and/or the tenants in possession of portions of the Property, if any, said obligation will survive the Close of Escrow or earlier termination of this Agreement; and

(iv) County has had the opportunity to make all inspections and verifications which County deems necessary for the completion of County's due diligence review for the transaction covered by this Agreement.

B. TPL represents and warrants that it has disclosed to County all of the following, if any, of which TPL has actual knowledge: (i) any suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, (ii) any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, including any Hazardous Substances (as defined in Section 6.3), and (iii) any structures on the Property; and TPL has delivered to County all documents and records now or at any time in its possession or available to and known by TPL that pertain to the Property.

C. County acknowledges and agrees that TPL makes no representations or warranties as to the physical condition of the Property or in connection with any matter relating to the condition, value, fitness, use or zoning on which County has relied directly or indirectly. County further acknowledges and agrees that, TPL's cooperation with County in connection with County's due diligence review of the Property, whether by providing documents, or permitting inspection of the Property, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the Property.

D. In the event County proceeds to close the conveyance of the Property, then County acknowledges and agrees that it is accepting the Property based solely upon County's own inspection and investigation of the physical condition of the Property and all documents related thereto, including subsurface conditions, the representations and warranties of the Owner in the Option, and the operative or proposed governmental laws and regulations affecting or applicable to the Property.

6.2 Approval of Condition of Property. At any time prior to the date of the County Board of Supervisor's approval of this transaction as provided in Section 2.2A above but not later than 10 working days after the close of the public hearing by the County Board of Supervisors, County may chose to terminate this Agreement by written notice to TPL.

6.3 "AS-IS" Sale. Subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, and except as set forth in this Agreement to the contrary, the County acknowledges and agrees that the Property is to be conveyed and accepted by the County in its present condition "**AS IS**". Except as set forth in this

Agreement, and in the assignment of representations and warranties contained in the Option Agreement between Owner and TPL, the County agrees to accept the Property without any warranties or representations of TPL, expressed or implied regarding the Property's condition, including without limitation, the physical condition of the soil, the presence of Hazardous Substances (as defined below), other physical characteristics, and compliance with any statutes, ordinances or regulations; exact acreage and boundary lines, extent and nature of conditions, restrictions or encumbrances to title, location of easements and rights of way, encroachments, access, water supply and drainage. Any documents or reports furnished to the County by TPL relating to the Property including, without limitation, the Environmental Assessment Report, shall be deemed furnished as a courtesy to the County, without warranty from TPL. This "**AS-IS**" provision shall not be interpreted to negate representations set forth in Section 4.2 or 6.1.B hereof, or the implied covenants contained in the grant deed executed by TPL to convey title to the Property to County.

The term "Hazardous Substance(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any Environmental Law(s); (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Substance(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

7. Representations.

7.1 TPL's Representations. TPL makes the following representations:

A. No later than the Close of Escrow, if conditions to closing set forth in Section 2 of this Agreement are satisfied or waived, TPL will have the power to sell, transfer and convey all right, title and interest in and to the Property in accordance with this Agreement.

B. TPL is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's United States Taxpayer Identification Number is 23-7222333.

7.2 County's Representations. County makes the following representation:

A. Subject to required resolutions, notices, meetings and hearings upon approval by the County's Board of Supervisors and passage of appropriate formal

action authorizing the County's execution of this Agreement within the time period referred to hereinabove, and subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, the County will have full power and authority to enter into this Agreement, and to purchase and acquire all right, title and interest in and to the Property in accordance with this Agreement and shall be bound to the terms and conditions confined herein.

8. TPL's Promise Not to Further Encumber. Except as allowed by this Agreement or approved in advance in writing by County, during the term of this Agreement, TPL promises not to make or allow to be made any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede TPL's ability to perform hereunder and deliver title as agreed herein.

9. Remedies Upon Default. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall be entitled to pursue such remedies as are provided in this Agreement or by law or equity.

10. Miscellaneous Terms.

10.1 Notices. All notices required or permitted under this Agreement will be in writing and delivered to the Parties by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses stated in Recital A. All notices will be considered given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the Party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by facsimile, when transmitted. The Parties may, by notice as provided above, designate a different address to which notice will be given.

10.2 Broker's Commission. Each Party represents to the other that it has not used a real estate broker in connection with this Agreement or the transactions contemplated by this Agreement. In the event any person makes a claim for a broker's commission or finder's fee against one of the Parties, the Party on account of whose actions the claim is asserted will indemnify and hold the other Party harmless from and against the claim. The indemnification obligation will survive the Close of Escrow or earlier termination of this Agreement.

10.3 Time of the Essence; Dates. Time is of the essence of this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, that date will be considered to be the succeeding day on which public agencies and major banks are open for business.

10.4 Binding on Successors. This Agreement will be binding not only on the Parties but also on their respective successors, heirs and assigns.

10.5 Additional Documents. TPL and County agree to sign such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

10.6 Interpretation. This Agreement will be interpreted without regard to any presumption or other rule of interpretation based on who drafted the Agreement.

10.7 Amendment. No amendment of this Agreement will be binding unless in writing and signed by the Parties.

10.8 Waiver. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will be binding unless in writing and signed by the Party making the waiver.

10.9 Severability. Each term of this Agreement is severable from any and all other terms of this Agreement. Should any term of this Agreement be for any reason unenforceable, the balance will still be of full force and effect.

10.10 No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Property, and delivery of money and documents in the escrow), will not merge with transfer of title but will remain in effect until fulfilled.

10.11 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

10.12 Entire Agreement. This Agreement is the entire agreement between the Parties about the Property and supersedes all prior and contemporaneous agreements, representations, and understandings.

10.13 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- A. Legal Description of the Real Property
- B. Letter from Owner
- C. Escrow Instructions

10.14 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and which together will constitute one and the same agreement. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

10.15 Signage. Any project signage erected on the Property shall acknowledge that the acquisition of the park site was completed with the help of The Trust For Public Land.

TPL to L.A. County Agreement of Sale – Hill Property – Execution

EXHIBIT A

Legal Description

Parcel 1:

Those portions of Sections 20, 21 and 29 of Township 1 North, Range 8 West, San Bernardino Base Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office, described as follows:

Beginning at an iron pipe in the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 20, distant North 89° 53' 05" West along said line 333.74 feet from the Northeast corner of said Southeast Quarter of the Southeast Quarter, said pipe being the same referred to at the initial point in the deed to Albert M. Stephens Co., in Book 5807, Page 260 of Deeds; thence North 89° 53' 05" West along said Northerly line 67.50 feet; thence South 42° 18' 25" West, 1301.02 feet to a point in the West line of said Southeast Quarter of the Southeast Quarter; thence South 58° 58' 45" West 162.88 feet; thence South 43° 30' 55" West, 119.00 feet; thence South 36° 22' 25" West 159.10 feet; thence South 33° 56' 25" West, 228.45 feet; thence 10° 12' 25" West, 274.00 feet; thence South 20° 14' 55" West, 493.20 feet; thence South 14° 27' 25" West, 100.30 feet; thence North 89° 44' 25" East, 110.00 feet; thence South 65° 15' 35" East, 61.40 feet; thence South 74° 01' 35" East, 94.40 feet more or less to a line which extends from the intersection of the South line of the Northwest Quarter of the Northeast Quarter of said Section 29 with the Easterly line of the West 22 acres of said Northwest Quarter of the Northeast Quarter to a point in the Northerly line of said Section 29 distant Westerly along said Northerly line 325.81 feet from the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 9° 19' West along said last described line 312.19 feet more or less to the Southerly line of the North Half of the Northeast Quarter of said Section 29; thence Easterly along said line to the Easterly line of said Section 29; thence Northerly along said line to the Northeast corner of said Section 29; thence Easterly along the Southerly line of said Section 21 to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 21; thence Northerly along the Easterly line of said Southwest Quarter of the Southwest Quarter to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence Westerly along the Northerly line of said Southwest Quarter of the Southwest Quarter and along the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 20 to the point of beginning.

Except therefrom that portion conveyed to Thomas E. Miller and Laura N. Miller, husband and wife, as community property, by deed recorded September 3, 1998 as Instrument No. 98-1582991.

Also except therefrom that portion conveyed to Thomas Edward Miller and Laura Nadine Miller, Trustees of the Miller Family Trust dated August 10, 1998, by deed recorded September 8, 1999 as Instrument No. 99-1700691.

Also except therefrom that portion conveyed to Claremont University Center, by deed recorded December 30, 1999 as Instrument No. 99-2407305.

Assessor's Parcel No: 8678-017-006; 8678-016-009; 8675-023-011

EXHIBIT B

Letter from Owner

_____, 2007

The Trust for Public Land
116 New Montgomery St., 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Regional Counsel

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson

**RE: CONSENT TO ASSIGNMENT OF REPRESENTATIONS AND WARRANTIES
 CONTAINED IN OPTION AGREEMENT
 Marshall Canyon – Tevis Hill Property, Los Angeles County, CA**

Dear Friends:

This Consent to Assignment of Representations and Warranties ("**Consent**") is made by with reference to that certain Option Agreement which is dated as of November 21, 2006 (the "**Agreement**") by and between **Tevis Hill**, an unmarried individual California resident (the "**Seller**"), and **The Trust for Public Land**, a California nonprofit public benefit corporation ("**Buyer**").

Pursuant to Section 10.12 of that Agreement, Seller has agreed that Buyer may assign its interest in the Agreement to a Public Agency or other qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 and applicable regulations. Buyer has identified the County of Los Angeles, a political subdivision of the State of California (the "**County**"), as the ultimate purchaser of the underlying property and Buyer intends to exercise the option under the Agreement and immediately, via back-to-back escrow closings, transfer the underlying property to the County. County has requested that Seller agree that the indemnities, representations and warranties of the Seller in the Agreement, including, without limitation, those in paragraphs 3, 5, 6, 7, and 10 and Exhibit E, Owner's Title Affidavit, also be for the benefit of, and enforceable by the County.

Now therefore, Seller hereby acknowledges and agrees that all of the indemnities, representations, and warranties made by the Seller in that Agreement for the benefit of Buyer as described above, are also for the benefit of the County and may be enforced by the County as if the County were Buyer under the Agreement.

SELLER:

Tevis Hill, an unmarried
individual California resident

EXHIBIT C

Escrow Instructions Letter

_____, 2007

Fidelity National Title Company
6060 Sepulveda Blvd., 1st Floor
Van Nuys, CA 91411
Attn: Helen Fonville, Escrow Officer

RE: Joint Closing Instructions (TPL/County)
Escrow No. HF-79705
Marshall Canyon – Tevis Hill Property
Los Angeles County, CA

Dear Ms. Fonville:

This letter will constitute the joint closing instructions of **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("**TPL**") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California ("**County**") for a transaction whereby:

(1) TPL will receive title by grant deed from **Tevis Hill**, an unmarried individual California resident ("**Seller**") for certain real property located in Los Angeles County, California (the "**Property**") described in Fidelity National Title Company's Preliminary Title Report dated as of November 13, 2006, Order No. 19463562-C (the "**Title Report**") in accordance with separate escrow instructions to be submitted to you by TPL and Seller. TPL will receive a policy of title insurance on the Property.

(2) In a back-to-back closing, TPL will convey the Property to the County by grant deed in accordance with the Donation Agreement dated _____, 2007 between the County and TPL ("Agreement"). The County will receive a policy of title insurance on the Property in the amount of One Million Nine Hundred Twenty Five Thousand Dollars (\$1,925,000.00).

This escrow shall close as soon as possible. However, you are instructed not to close either part of this transaction until you are in a position to simultaneously close both the conveyance of the Property to TPL and the back-to-back conveyance of the Property to the County.

A. PARTIES

The parties to this transaction are as follows:

Parties

Role in Transaction

- | | |
|---|--|
| 1. Tevis Hill
P.O. Box 3113
Newport Beach, CA 92659
Phone: (949) 632-1575
Fax: (949) 722-8353 | Seller of the Property, which will be conveyed to TPL |
| 2. The Trust for Public Land
116 New Montgomery Street
Third Floor
San Francisco, CA 94105
Attn: Gilman Miller, Esq.
Tel: (415) 495-5660 x360
Fax: (415) 442-0487 | Purchaser of the Property from Owner and funder of an amount sufficient to cover all closing costs in the transaction, including but not limited to escrow fees and the title insurance premiums |
| 3. Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson
Tel: (213) 974-4262
Fax: (213) 217-5112 | Grantee of the Property from TPL in a back-to-back transaction |
| Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attn: Amy Caves,
Principal Deputy County Counsel
Tel: (213) 974-1932
Fax: (213) 687-733 | Attorney for the County |

The following is not a party to this escrow but is depositing funds to facilitate this transaction:

Wildlife Conservation Board
("WCB")
1807 13th Street
Suite 103
Sacramento, CA 95814-7117
Attn: Randy Nelson
Tel: (916) 445-1696
Fax: (916) 324-1712

Funder in the amount of One million seven hundred thirty five thousand Dollars (\$1,735,000.00)

Los Angeles County Regional
Park and Open Space District
("District")
c/o Dept. of Parks & Recreation
433 South Vermont Ave., 4th Floor
Los Angeles, CA 90020
Attn: Bettie Gonzalez
Program Mgr.
Tel: (213) 738-2119
Fax: (213) 385-0875

Funder in the amount of One hundred ninety Dollars (\$190,000.00)

B. DEPOSITS INTO ESCROW

The parties will deposit with you, in escrow or in connection therewith, the following documents, items and funds:

<u>Party</u>	<u>Deposits</u>
1. TPL	<ul style="list-style-type: none">a. The duly executed and acknowledged original grant deed to the County (form attached as Exhibit A);b. The duly executed and acknowledged Notice of Unrecorded Grant Agreement between WCB and TPL;c. California Form 593-C duly executed by TPL;d. Non-Foreign Affidavit duly executed by TPL;e. Original certified copy of TPL's

Board of Directors' resolution
authorizing this transaction;

- f. TPL's wire transfer instructions to be used by you to wire any funds remaining in TPL's account at the conclusion of this transaction, attached to these instructions;
- g. A fully executed original of Exhibit B to the Agreement ("Owner's Letter");
- h. Duplicate original of these closing instructions executed by TPL; and
- i. Funds to cover all closing costs.

2. County

- a. Certificate of Acceptance, to be attached to and recorded with the grant deed; and
- b. Duplicate original of these closing instructions executed by the County.

C. CLOSING PROCEDURE

When the above described parties have deposited all of the items to be deposited by them in accordance with the foregoing section, you are authorized and instructed as follows:

1. You are not to close this transaction until you are in a position to simultaneously close Escrow No. 78266-HF between TPL and its Seller, and:

a. You are prepared to issue an ALTA standard policy of title insurance with the specified liability in the amount of One Million Nine Hundred Twenty Five Thousand Dollars (\$1,925,000.00) insuring the County as owner of the Property, subject only to: (a) the lien for nondelinquent real property taxes; (b) general and special taxes and assessments must be shown as paid or not yet due; (c) the items to be considered and exceptions shown in the Preliminary Title Report dated as of November 13, 2006 by Fidelity National Title Company, Order No. 19463562-C covering the Property (the "Title Report"), numbered 6-9, 14-19, 22-23 and 30; (d) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 of the Agreement except as set forth above; and (e) the Notice of Unrecorded Grant Agreement.

b. To the extent required by law, you are prepared to act as the Reporting Person pursuant to Section 6045(e) of the Internal Revenue Code, as amended, and thus you will complete and file Form 1099 with the Internal Revenue Service, on or before February 28 of the calendar year following the calendar year in which this escrow closes.

- c. You are prepared to deliver all documents and to do all things as hereinafter directed.

2. When each of the above has occurred, you are instructed to perform the following:

- a. You are to transfer into Escrow No. 78266-HF, to the account of TPL, those funds which were deposited into this escrow, Escrow No. HF-79705, by WCB and the District to facilitate this transaction.
- b. Any real property taxes will have been prorated between Seller and TPL in Escrow No. 78266-HF.
- c. You are to deliver and record the Notice of Unrecorded Grant Agreement between WCB and deposited by TPL.
- c. You are to deliver and record for the benefit of the County the grant deed for the Property deposited by TPL and the certificate of acceptance deposited by the County.

d. You are to deposit into this escrow account those funds which were deposited into this escrow by TPL for the closing costs and to pay the following therefrom:

- 1. The escrow fee in this transaction;
- 2. Recording fees, if any, in accordance with the customary practice of Los Angeles County; and
- 3. The cost of the County's title insurance policy for the Property as specified in C.1.a. above.

3. Immediately following the closing of this escrow or as soon thereafter as possible, you are authorized and instructed as follows:

- a. You are to deliver to TPL and the County their respective final closing statements and any funds held for TPL remaining unexpended per these instructions.
- b. Following recordation, you are to deliver to the County (1) a conformed copy of the recorded TPL-County grant deed; (2) the original recorded grant deed to the County; (3) the certificate of acceptance; (4) the County's policy of title insurance on the Property; (5) the Owner's Letter; and (6) a copy of these escrow instructions signed by all parties.
- c. Following recordation, you are to deliver to TPL (1) a conformed copy of the recorded TPL-County grant deed and certificate of acceptance; (2) a copy of the Owner's Letter; (3) a conformed copy of the Notice of

Unrecorded Grant Agreement; and (4) a copy of these escrow instructions signed by all parties.

- d. You are to deliver to WCB (1) a conformed copy of the recorded TPL-County grant deed; and (2) a conformed copy of the Notice of Unrecorded Grant Agreement.

The Donation Agreement by and between TPL and the County of Los Angeles dated _____, 2007 is attached hereto and by this reference made a part hereof. These instructions may be supplemented, amended or revoked by the undersigned at any time before close of escrow in writing or by telephone.

You will receive a counterpart of these instructions executed on behalf of the County indicating that they consent to and join in these instructions. Please acknowledge receipt of these instructions and indicate your agreement to act in accordance therewith by signing and returning a copy to the undersigned.

Sincerely,
THE TRUST FOR PUBLIC LAND

By: _____
Gilman Miller, Regional Counsel

cc: Don Simpson
Amy Caves, Esq.
Randy Nelson
Brady Moss

COUNTY OF LOS ANGELES, a political subdivision of the State of California, consents to and joins in these instructions

By: _____

Title: _____

Date: _____

Receipt of the foregoing letter of instructions is acknowledged and the undersigned agrees to act in accordance with the foregoing instructions.

Fidelity National Title Company

By: _____

Date: _____

EXHIBIT A

RECORDING REQUESTED BY:

WHEN RECORDED, PLEASE MAIL TO:

County of Los Angeles
Chief Administrative Office
500 West Temple Street Room 754
Los Angeles, CA 90012
Attn: Don Simpson

THIS CONVEYANCE IS EXEMPT FROM ANY DOCUMENTARY TRANSFER
TAX PER CALIFORNIA REVENUE AND TAX CODE SECTION 11922

APNs: 8678-017-006; 8678-016-009; 8675-023-011

GRANT DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("Grantor"), does hereby grant and convey to **COUNTY OF LOS ANGELES**, a political subdivision of the State of California, and its assigns, all the real property situated in the County of Los Angeles, State of California, described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2007.

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit
corporation

Gilman Miller, Regional Counsel

ACKNOWLEDGEMENT

State of California

County of _____

On this ____ day of _____, 2007, before me, _____, a notary public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
to Grant Deed

LEGAL DESCRIPTION

Parcel 1:

Those portions of Sections 20, 21 and 29 of Township 1 North, Range 8 West, San Bernardino Base Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office, described as follows:

Beginning at an iron pipe in the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 20, distant North 89° 53' 05" West along said line 333.74 feet from the Northeast corner of said Southeast Quarter of the Southeast Quarter, said pipe being the same referred to at the initial point in the deed to Albert M. Stephens Co., in Book 5807, Page 260 of Deeds; thence North 89° 53' 05" West along said Northerly line 67.50 feet; thence South 42° 18' 25" West, 1301.02 feet to a point in the West line of said Southeast Quarter of the Southeast Quarter; thence South 58° 58' 45" West 162.88 feet; thence South 43° 30' 55" West, 119.00 feet; thence South 36° 22' 25" West 159.10 feet; thence South 33° 56' 25" West, 228.45 feet; thence 10° 12' 25" West, 274.00 feet; thence South 20° 14' 55" West, 493.20 feet; thence South 14° 27' 25" West, 100.30 feet; thence North 89° 44' 25" East, 110.00 feet; thence South 65° 15' 35" East, 61.40 feet; thence South 74° 01' 35" East, 94.40 feet more or less to a line which extends from the intersection of the South line of the Northwest Quarter of the Northeast Quarter of said Section 29 with the Easterly line of the West 22 acres of said Northwest Quarter of the Northeast Quarter to a point in the Northerly line of said Section 29 distant Westerly along said Northerly line 325.81 feet from the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 9° 19' West along said last described line 312.19 feet more or less to the Southerly line of the North Half of the Northeast Quarter of said Section 29; thence Easterly along said line to the Easterly line of said Section 29; thence Northerly along said line to the Northeast corner of said Section 29; thence Easterly along the Southerly line of said Section 21 to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 21; thence Northerly along the Easterly line of said Southwest Quarter of the Southwest Quarter to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence Westerly along the Northerly line of said Southwest Quarter of the Southwest Quarter and along the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 20 to the point of beginning.

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Also except therefrom that portion conveyed to Claremont University Center, by deed recorded December 30, 1999 as Instrument No. 99-2407305.

EXHIBIT B

_____, 2007

The Trust for Public Land
116 New Montgomery St., 3rd Floor
San Francisco, CA 94105
Attn: Gilman Miller, Regional Counsel

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn: Don Simpson

**RE: CONSENT TO ASSIGNMENT OF REPRESENTATIONS AND WARRANTIES
 CONTAINED IN OPTION AGREEMENT
 Marshall Canyon – Tevis Hill Property, Los Angeles County, CA**

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Now therefore, Seller hereby acknowledges and agrees that all of the indemnities, representations, and warranties made by the Seller in that Agreement for the benefit of Buyer as described above, are also for the benefit of the County and may be enforced by the County as if the County were Buyer under the Agreement.

SELLER:

Tevis Hill, and unmarried
individual California resident